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individually and on behalf of all other similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ALLEN THORNTON, individually and on behalf of all other similarly situated employees, Plaintiff, vs. INTERVENTION GROUP, INC., a California Corporation; and DOES 1 to 100, inclusive, Defendants.	**Case No. 23CV002981** **<u>CLASS ACTION</u>** **FIRST AMENDED COMPLAINT FOR DAMAGES:** **1. Failure to Pay Overtime Wages** **2. Meal Period Violations** **3. Rest Period Violations** **4. Wage Statement Violations** **5. Waiting Time Penalties** **6. Failure to Reimburse Expenses** **7. Unfair Competition** **8. Private Attorneys General Act** **DEMAND FOR JURY TRIAL**

Plaintiff ALLEN THORNTON ("Plaintiff"), on behalf of himself and all other similarly situated employees, hereby files this First Amended Complaint against Defendants INTERVENTION GROUP, INC., a California Corporation; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

INTRODUCTION

1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by Plaintiff for failure to provide overtime wages, meal and rest period violations, waiting time penalties, failure to reimburse expenses, and unfair competition.

JURISDICTION AND VENUE

2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to California Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code, California Business and Professions Code, and Wage Order No. 4.

3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that wrongful acts and violations of law asserted herein occurred within Sacramento County, and Defendants' obligation to pay wages and comply with the California Labor Code provisions at issue were to be performed in, and arose in Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera,* 36 Cal.3d 403, 414 (1984).

4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency ("LWDA") on approximately June 8, 2023. Plaintiff provided facts and legal bases for his claims within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the $75.00 filing fee. The June 8, 2023, notice was also sent via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act ("PAGA") and may bring this action on behalf of himself

and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees include, but is not limited to the following: all individuals who have worked, or continue to work, for Defendant in California as a non-exempt employee from June 8, 2022 to the present.

PARTIES

5. ALLEN THORNTON is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, INTERVENTION GROUP, INC., is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

8. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

10. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

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CLASS ALLEGATIONS

12. Plaintiff brings the First through Seventh Causes of Action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

> All individuals who have worked, or continue to work, for Defendants in California as a non-exempt employee at any time between June 9, 2019, to the present.

13. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believe that Defendants have employed as many as fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

(1) Whether Defendants maintained accurate payroll records;

(2) Whether Defendants failed to correctly calculate the number of overtime hours based on the more favorable weekly or daily calculation;

(3) Whether Defendants failed to properly calculate and pay double time rates for hours worked on the seventh consecutive day;

(4) Whether Defendants failed to pay meal and rest period premium for meal and rest period violations;

(5) Whether as a result of Defendants' policies and practices, Plaintiff and putative class members were not authorized and permitted to take all meal and rest periods;

(6) Whether, as a result of Defendants' policies and practices, Plaintiff and putative class members received all reimbursement owed;

(7) Whether as a result of Defendants' policies and practices Plaintiff's and putative class members received all wages, due and owing, at the time of their termination or separation; and

(8) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were not paid all overtime wages owed, meal and rest period premiums, a result of Defendants' policies and practices resulting in inaccurate wage statements that did not itemize the accurate overtime wages owed, and meal and rest period premiums owed. Additionally, Defendants issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiff resided in California and worked for Defendants in California. Moreover, Plaintiff is an adequate representative of the putative class as Plaintiff has no interests that are adverse to those of putative class members. Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

14. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully set forth herein.

16. Plaintiff was employed with Defendants from October 28, 2022, to March 15, 2023, as a security guard. Plaintiff was paid $24.00 per hour. Defendants provide security services by providing security guards to different businesses in the Bay Area and Sacramento. Defendants employ individuals in various daily shifts, which run from 7:00 a.m. to 3:00 p.m., 1:00 p.m. to 9:00 p.m., 2:00 p.m. to 10:00 p.m., and 10:00 p.m. to 7:00 a.m. Plaintiff and similarly situated employees are expected to work through the entirety of their scheduled shifts. Additionally, the night shift has only one guard on duty and no overlap with other shifts. The business Plaintiff was stationed at operated between 8:00 a.m. and 9:00 p.m. Plaintiff's and similarly situated employees' job responsibilities were to provide security to sites, check ID cards, patrol the site, monitor security cameras, and secure the site. Also, Plaintiff and similarly situated employees would need to attend to security matters/concerns and perform different tasks as they arose. For example, Plaintiff and similarly situated employees had to unlock the front door

and the gate before the business opened to the public. After closing, Plaintiff and similarly situated employees had to lock the front doors and were required to continue providing security overnight.

17. Plaintiff and similarly situated employees worked over eight (8) hours per day and over forty (40) hours per week. Plaintiff and similarly situated employees were not part of a union or collective bargaining agreement. Defendants did not properly calculate the number of overtime and double wages owed to Plaintiff and similarly situated employees, failing to utilize the more favorable of the daily and/or weekly calculation methods where appropriate. For example, Defendants' defined workweek for overtime calculation purposes is Sunday to Saturday. Because Defendants pay employees on a bi-monthly basis, the defined workweek regularly overlaps two different pay periods. When calculating overtime owed, Defendants failed to account for this overlap and often paid a lower amount of wages due as a result. For example, Plaintiff's time records state he was paid for 216.62 overtime hours and 51.83 double time hours. However, a review of the time records for each workweek shows that Plaintiff was owed a total of 224.62 overtime hours and 54.83 double time hours for the same period, resulting in approximately $432 in unpaid overtime and double time wages. This also resulted in the total hours and wages paid that were identified on paystubs issued to Plaintiff and similarly situated employees being incorrect. Similarly, the dates for which the paystubs purported to cover were incorrect as hours were being incorrectly allocated between two different pay periods.

18. Defendants required Plaintiff and similarly situated employees to stay at the job site during their meal and rest periods. Defendants informed Plaintiff and similarly situated employees verbally after they had started working for Defendants of the requirement to remain on site during meal and rest periods. Plaintiff and similarly situated employees did not sign on-duty meal period agreements. Plaintiff and similarly situated employees worked through their meal and rest periods. Plaintiff and similarly situated employees had to always remain on site even when the site was closed. Defendants provided 24-hour security for the sites. Plaintiff and similarly situated employees who worked the night shift did not have access to the facility that they were guarding. Thus, Plaintiff and similarly situated employees did not have access to a restroom and break room facility during the night shift. Defendant did not provide them with facilities for heating food or drinks and for consuming such food or drink during the night shift from 10:00 p.m. to 7:00 a.m.

19. Defendants also did not have a policy to reimburse Plaintiff and similarly situated employees for use of their personal cell phones for work purposes. Defendants required Plaintiff and similarly situated employees to use their personal cell phones to clock in and out via an app and to communicate with managers and/or supervisors. Plaintiff and similarly situated employees used their cell phones to communicate with managers and/or supervisors daily regarding work issues. As such, Defendants knew that Plaintiff and similarly situated employees were using their personal phones for work purposes.

20. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all overtime, and meal and rest period premiums owed during employment, these amounts remained unpaid at the time of separation. These amounts remain unpaid today. Similarly, the wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours worked, all overtime wages earned, the number of meal and rest period premiums owed, and the accurate gross and net wages earned.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(As to all Defendants)

21. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 20 as though fully set forth herein.

22. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 4, section (3)(A); Cal. Lab. Code §§ 510, 1194.

23. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours worked at their regular rate of pay.

24. Plaintiff and similarly situated employees were not exempt from overtime protections employees under the California Wage Orders and Labor Code.

25. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

26. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 25 as though fully set forth herein.

27. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

28. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

29. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

30. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

31. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

32. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as though fully set forth herein.

34. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

35. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

36. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

37. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

38. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

39. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 38 as though fully set forth herein.

40. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

> *(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.*

41. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked because it appears that paystubs are not matching the hours, including overtime hours, actually incurred on the timecards. Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

42. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

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FIFTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

43. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 42 as though fully set forth herein.

44. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

45. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

46. Plaintiff and similarly situated employees did not receive all wages, including overtime wages and meal and rest period premiums at their termination or within the required time after their separation from employment.

47. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

48. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees all their wages owed because Defendants knew that Plaintiff and similarly situated employees were not getting their meal and rest breaks because Defendant's policy did not allow Plaintiff and similarly situated employees to take any off-duty meal periods. Furthermore, Defendants knew that Plaintiff and similarly situated employees worked six or seven days consecutively and were entitled to overtime and double time hourly rates because Defendants had access to Plaintiff's and similarly situated employees' schedules and timecards. Yet, Defendants did not pay all overtime and double time hours owed to Plaintiff and similarly situated employees. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

49. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SIXTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

50. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 49 as though fully set forth herein.

51. California Labor Code section 2802(a) states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

52. Defendants required Plaintiff and similarly situated employees to use their personal cell phones to clock in and out via an app. Additionally, Defendants required Plaintiff and similarly situated employees to use their cell phones to communicate with managers and/or supervisors regarding work issues but failed to reimburse them for such use. Plaintiff and similarly situated employees communicated with managers and/or supervisors daily regarding work issues.

53. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SEVENTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants)

54. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 53 as though fully set forth herein.

55. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions ("B&P") Code § 17200.

56. Plaintiff and similarly situated employees were not paid all wages owed, including overtime wages, and meal and rest period premiums, or reimbursed for business expenses, during their

employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

57. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

58. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for <u>four (4) years</u> from the filing of this Action.

<u>EIGHTH CAUSE OF ACTION</u>
<u>PRIVATE ATTORNEYS GENERAL ACT</u>
<u>(As to all Defendants)</u>

59. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as though fully set forth herein.

60. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

61. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

62. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

63. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. <u>As to the First Cause of Action:</u>
    a. Wages in an amount to be proven at trial;
    b. Interest for the wages due pursuant to California Labor Code section 1194;
    c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. <u>As to the Second Cause of Action:</u>
    a. Wages in an amount to be proven at trial;
    b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
4. <u>As to the Third Cause of Action:</u>
    a. Wages in an amount to be proven at trial;
    b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. <u>As to the Fourth Cause of Action:</u>
    a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars ($50.00) for the initial pay period in which the

violation occurred and one hundred dollars ($100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars ($4,000.00);

b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

6. <u>As to the Sixth Cause of Action:</u>

a. An amount to be proven at trial;

b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

7. <u>As to the Eighth Cause of Action:</u>

a. For civil penalties as provided in the Labor Code for each enumerated violation;

b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars ($100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars ($200) for each aggrieved employee per pay period;

c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

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8. For such other and further relief as this Court may deem just and proper, including, but not limited to:

a. Wages as proved at trial;

b. Injunctive and Declaratory relief;

c. Attorney's fees and costs as provided for by law; and

d. Interest.

Dated: December 22, 2023

Shimoda & Rodriguez Law, PC

By: ______________________

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

Thornton v. Intervention Group, Inc.
Sacramento County Superior Court of California 23CV002981

PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5 and California Rules of Court, Rule 1.21, Rule 2.150, and Rule 2.251

I, Miriam Tapia, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On January 17, 2024, I served the following documents on the party below:

- FIRST AMENDED COMPLAINT

Medina Seto Law Group Rowena C. Seto (SBN 235103) Kevin Cifarelli (SBN 192660) 4 Embarcadero Center, 14th Floor San Francisco, CA 94111 Main: (415) 851-9887 Facsimile: (415) 851-9882 Email: Rowena C. Seto: Seto@MedinaSetoLaw.com Kevin L. Cifarelli: Cifarelli@MedinaSetoLaw.com Michelle McKinney: McKinney@MedinaSetoLaw.com	

[ ] [By Certified Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[ ] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

[ ] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:__________.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on January 17, 2024, at Salt Lake City, Utah.

Miriam Tapia

Miriam Tapia